

Mississippi Power Company
2992 West Beach Boulevard
Post Office Box 4079
Gulfport, Mississippi 39501
Telephone 601 864-1211

RECEIVED

DEC 15 9 48 AM '78

I.C.C.
FEE OPERATION BR.



Mississippi Power

the southern electric system

No. **8-349A029**

DEC 14 1978
Date

Fee \$ **320.00**

ICC Washington, D. C.

December 15, 1978

Re: Mississippi Power Company
ICC Rolling Stock Filing

H.G. Homme, Jr., Esq.
Secretary of the Interstate
Commerce Commission
Room 2215
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

9809-
RECORDATION NO. Filed 1425

DEC 15 1978-9 50 AM
INTERSTATE COMMERCE COMMISSION

A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB

Dear Mr. Homme:

Enclosed herewith for filing with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 20c are two executed and acknowledged counterparts of Mississippi Power Company's Supplemental Indenture dated as of December 1, 1978 and two certified true copies of the Mississippi Power Company Indenture of Mortgage or Deed of Trust dated September 1, 1941, as well as two certified true copies of each Supplemental Indenture thereto.

The parties to the enclosed documents are the following:

Mortgagor: Mississippi Power Company
P.O. Box 4079
Gulfport, Mississippi 39501

Mortgagee: Morgan Guaranty Trust Company
of New York, as Trustee
30 West Broadway
New York, New York 10015

Handwritten: C. Coleman
Handwritten: Quincy for 29 Dec 78

H.G. Homme, Jr., Esq.

-2-

December 15, 1978

Included in the property described in and covered by the aforesaid Supplemental Indenture dated as of December 1, 1978, are 230 Ortner Freight Car Company "Rapid Discharge" coal cars intended for use in connection with interstate commerce, owned by Mississippi Power Company at the date of the Supplemental Indenture mentioned above.

Mississippi Power Company has not previously filed any of the above-mentioned documents with the Interstate Commerce Commission.

Enclosed herewith is a check for \$320 payable to the Commission to cover the filing fee of \$50 for the Mortgage Indenture and \$10 for each Supplemental Indenture thereto.

If any questions should arise concerning this filing, please call the undersigned at (212) 269-8842.

Yours very truly,

MISSISSIPPI POWER COMPANY

By: 

William A. Dunlap
Assistant Secretary

Enclosures

Return original documents to:

William A. Dunlap
c/o Southern Company Services, Inc.
One Wall Street
42nd Floor
New York, New York 10005

Interstate Commerce Commission
Washington, D.C. 20423

12/15/78

OFFICE OF THE SECRETARY

William A. Dunlap
c/o Southern Company Services, Inc.
One Wall Street, 42nd Floor
New York, N.Y. 10005

Dear Sir:

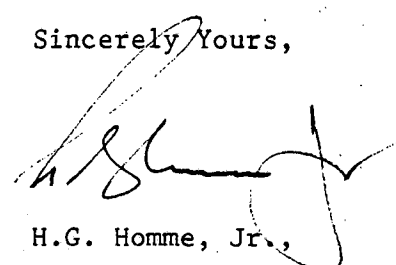
The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 12/15/78 at 9:50am ,

and assigned recordation number(s) 9909 A,B,C,D,E,F,G,H,I,J,K,L,

M,N,O,P,Q,
R,S,T,U,V,
W,X,Y,Z,
AA,& BB

Sincerely Yours,


H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

2103
D.C.

9909-BB
RECORDATION NO.....Filed 1425

DEC 15 1978-9 50 AM

INTERSTATE COMMERCE COMMISSION [CONFORMED COPY]

MISSISSIPPI POWER COMPANY

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
Trustee.

First

Supplemental Indenture

Dated as of October 1, 1977

providing among other things for

FIRST MORTGAGE BONDS

5.80% Pollution Control Series due 2007

**This is to certify that the following is a true copy
of the original instrument on file with the undersigned.**

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK**

By


Assistant Trust Officer

SUPPLEMENTAL INDENTURE, dated as of October 1, 1977, made and entered into by and between MISSISSIPPI POWER COMPANY, a corporation organized and existing under the laws of the State of Mississippi (hereinafter commonly referred to as the "Company"), and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal office in the Borough of Manhattan, The City of New York (hereinafter commonly referred to as the "Trustee"), as Trustee under the Indenture dated as of September 1, 1941 between Mississippi Power Company, a Maine corporation (hereinafter sometimes referred to as the "Maine Corporation"), and Morgan Guaranty Trust Company of New York, under its former name of Guaranty Trust Company of New York, as Trustee, securing bonds issued and to be issued as provided therein (hereinafter sometimes referred to as the "Indenture");

WHEREAS the Maine Corporation and the Trustee have executed and delivered the Indenture for the purpose of securing an issue of bonds of the 1971 Series described therein and such additional bonds as may from time to time be issued under and in accordance with the terms of the Indenture, the aggregate principal amount of bonds to be secured thereby being not limited, and the Indenture fully describes and sets forth the property conveyed thereby and is of record in the Office of the Clerk of the Chancery Court of each county in the State of Mississippi and in the Office of the Judge of Probate of each county in the State of Alabama in which this Supplemental Indenture is to be recorded and is on file at the principal office of the Trustee, above referred to; and

WHEREAS the Maine Corporation and the Trustee have executed and delivered various supplemental indentures for the purpose, among others, of further securing said bonds, which supplemental indentures describe and set forth additional property conveyed thereby and are also of record in the Offices of the Clerks of the Chancery Courts of some or all of the counties in the State of Mississippi and in the Offices of the Judges of Probate of some or all of the counties in the State of Alabama in which this Supplemental Indenture is to be recorded and are on file at the principal office of the Trustee, above referred to; and

WHEREAS the Maine Corporation by Articles of Merger dated October 11, 1972, effective December 21, 1972, was merged into the Company which continued under the name and style of "Mississippi Power Company"; and

ALBERT CORALLO
Notary Public, State of New York
No. 43-0758930
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 1979

Albert Corallo

WHEREAS the Company and the Trustee entered into a Supplemental Indenture dated as of December 1, 1972, which provided, among other things, for the assumption of the Indenture by the Company; and

WHEREAS said Supplemental Indenture dated as of December 1, 1972 became effective on the effective date of such Articles of Merger; and

WHEREAS the Company has succeeded to and has been substituted for the Maine Corporation under the Indenture with the same effect as if it had been named therein as the mortgagor corporation; and

WHEREAS the Indenture provides for the issuance of bonds thereunder in one or more series and the Company, by appropriate corporate action in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "5.80% Pollution Control Series due 2007" (hereinafter sometimes referred to as the "Twenty-fifth Series"), each of which bonds shall also bear the descriptive title "First Mortgage Bond", the bonds of such series to bear interest at the annual rate designated in the title thereof and to mature October 1, 2007; and

WHEREAS each of the bonds of the Twenty-fifth Series is to be substantially in the following form, to-wit:

[FORM OF BOND OF THE TWENTY-FIFTH SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 5.80% POLLUTION CONTROL SERIES DUE 2007

No.

\$.....

Mississippi Power Company, a Mississippi corporation (hereinafter called the "Company"), for value received, hereby promises to pay to Pascagoula-Moss Point Bank (as trustee under a Trust Indenture dated as of October 1, 1977 of Jackson County, Mississippi), or registered assigns, the principal sum of _____ Dollars on October 1, 2007, and to pay to the registered holder hereof interest on said sum from the latest semi-annual interest payment date to which interest has been paid on the bonds of this series preceding the date hereof unless the date hereof be an interest payment date to which interest is being paid, in which case from the date hereof, or unless the date hereof is prior to April 1, 1978, in which case from October 1, 1977, at the rate per annum, until the principal hereof shall have become due and payable, specified in the title of this bond, payable on April

1 and October 1 in each year. The principal of and premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public or private debt.

The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of this series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at any time that any such payment shall be due, the Company shall have made payments in accordance with Section 3.2 of the Installment Sale Agreement dated as of October 1, 1977 between Jackson County, Mississippi, and the Company, sufficient to pay fully or partially the then due principal of and premium, if any, and interest on the Jackson County, Mississippi, Pollution Control Revenue Bonds (Mississippi Power Company Project) 1977 Series A (hereinafter referred to as "Revenue Bonds") or there shall be in the Bond Fund established pursuant to the Trust Indenture dated as of October 1, 1977 (hereinafter referred to as the "Revenue Bond Indenture") of said County to Pascagoula-Moss Point Bank, trustee (hereinafter, together with any successor trustee under the Revenue Bond Indenture, referred to as the "Revenue Bond Trustee") sufficient available funds to pay fully or partially the then due principal of and premium, if any, and interest on the Revenue Bonds.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, given by Mississippi Power Company, a Maine corporation (to which the Company is successor by merger), to Morgan Guaranty Trust Company of New York under its former name of Guaranty Trust Company of New York (hereinafter sometimes referred to as the "Trustee"), as Trustee, and indentures supplemental thereto, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice given by mailing the same, by first class mail postage prepaid, not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, any or all of the bonds of this series may be redeemed by the Company at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, if redeemed by the operation of the sinking or improvement fund or the maintenance and/or replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture.

In the manner provided in the Indenture, the bonds of this series are also redeemable in whole, by payment of the principal amount thereof plus accrued interest thereon to the date fixed for redemption, upon receipt by the Trustee of a written demand from the Revenue Bond Trustee stating that the principal amount of all the Revenue Bonds then outstanding under the Revenue Bond Indenture has been declared immediately due and payable pursuant to Section 8.02 of the Revenue Bond Indenture. As provided in the Indenture, the date fixed for such redemption shall be not more than 180 days after receipt by the Trustee of the aforesaid written demand and shall be specified in a notice of redemption to be given not more than 10 nor less than 5 days prior to the date so fixed for such redemption. As in the Indenture provided, such notice of redemption shall be rescinded and become null and void for all purposes under the Indenture upon rescission of the aforesaid written demand under the Revenue Bond Indenture, and thereupon no redemption of the bonds of this series and no payments in respect thereof as specified in such notice of redemption shall be effected or required.

In the manner provided in the Indenture, the bonds of this series are also redeemable in whole at any time or in part from time to time on any interest payment date upon receipt by the Trustee of a written demand from the Revenue Bond Trustee specifying a principal amount of Revenue Bonds which have been called for redemption pursuant to the third paragraph of Section 3.01 of the Revenue Bond Indenture. As provided in the Indenture, bonds of this series equal in principal amount to the principal amount of such Revenue Bonds to be redeemed will be redeemed on the date fixed for redemption of the Revenue Bonds at the principal amount of such bonds of this series and accrued interest thereon to the date fixed for redemption,

together with a premium equal to a percentage of the principal amount thereof determined as set forth in the following tabulation:

**If Redeemed During the Twelve Months'
Period Ending the Last Day of September,**

<u>Year</u>	<u>Regular Redemption Premium</u>	<u>Year</u>	<u>Regular Redemption Premium</u>
1988	3 %	1991	1½ %
1989	2½ %	1992	1 %
1990	2 %	1993	½ %

and without premium if redeemed on or after October 1, 1993.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

Every bond of this series shall be dated as of the date of authentication.

This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the principal corporate trust office of the Trustee, in the Borough of Manhattan, The City of New York, but only in the manner prescribed in the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new bond or bonds of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner for the purpose of receiving payment and for all other pur-

poses. Bonds of this series shall be exchangeable for bonds of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. However, notwithstanding the provisions of the Indenture, no charge shall be made upon any transfer or exchange of bonds of this series other than for any tax or taxes or other governmental charge required to be paid by the Company.

This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Mississippi Power Company has caused this bond to be executed in its name by its President or one of its Vice-Presidents by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries by his signature or a facsimile thereof.

Dated

MISSISSIPPI POWER COMPANY,

By
President.

Attest:

.....
Secretary.

[FORM OF TRUSTEE'S CERTIFICATE]

TRUSTEE'S CERTIFICATE

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

As Trustee,

By
Authorized Officer.

AND WHEREAS all acts and things necessary to make the bonds, when authenticated by the Trustee and issued as in the Indenture, as heretofore supplemented and amended, and in this Supplemental Indenture provided, the valid, binding and legal obligations of the Company, and to constitute the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture valid, binding and legal instruments for the security thereof, have been done and performed, and the creation, execution and delivery of the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture and the creation, execution and issue of bonds subject to the terms hereof and of the Indenture, as heretofore supplemented and amended, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the premises, and of the acceptance and purchase by the holders thereof of the bonds issued and to be issued under the Indenture, or the Indenture as supplemented and amended, and of the sum of One Dollar duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on the bonds now outstanding under the Indenture, or the Indenture as supplemented and amended, and the \$18,000,000 principal amount of bonds of the Twenty-fifth Series proposed to be initially issued and all other bonds which shall be issued under the Indenture, or the Indenture as supplemented and amended, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto Morgan Guaranty Trust Company of New York, as Trustee, as provided in the Indenture, as supplemented and amended, and its successor or successors in the trust thereby and hereby created and to its or their assigns forever, all the right, title and interest of the Company in and to the property described in Schedule A hereto annexed and hereby made a part hereof, and does hereby confirm that the Company will not cause or consent to a partition, either voluntary or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common except as permitted by and in conformity with the provisions of the Indenture, as supplemented and amended, and particularly of said Article X thereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to said premises, property, franchises and rights, or any thereof, referred to in the foregoing granting clauses, with the reversion and reversions, remainder and remainders and (subject to the provisions of Article X of the Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid premises, property, franchises and rights and every part and parcel thereof.

TO HAVE AND TO HOLD all said premises, property, franchises and rights hereby conveyed, assigned, pledged or mortgaged, or intended so to be, unto the Trustee, its successor or successors in trust, and their assigns forever;

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued under the Indenture, as supplemented and amended, pursuant to the provisions thereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of the Indenture, as supplemented and amended, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as otherwise expressly provided in the Indenture, or the Indenture as supplemented and amended; and so that each and every bond now or hereafter issued thereunder shall have the same lien, and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms of the Indenture, or the Indenture as supplemented and amended, be equally and proportionately secured thereby and hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Indenture.

AND IT IS EXPRESSLY DECLARED that all bonds issued and secured thereunder and hereunder are to be issued, authenticated and delivered, and all said premises, property, franchises and rights hereby and by the Indenture, or the Indenture as supplemented and amended, conveyed, assigned, pledged or mortgaged, or intended so to be (including all the right, title and interest of the Company in and to any and all premises, property, franchises and

rights of every kind and description, real, personal and mixed, tangible and intangible, thereafter acquired by the Company and whether or not specifically described in the Indenture or in any indenture supplemental thereto, except any therein expressly excepted), are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes expressed in the Indenture, or the Indenture as supplemented and amended.

SECTION 1. There is hereby created a series of bonds designated as hereinabove set forth (said bonds being sometimes herein referred to as the "Bonds"), and the form thereof shall be substantially as hereinbefore set forth. The Bonds shall mature on the date specified in the form thereof, and the definitive bonds of such series shall be issued only as registered bonds without coupons. The Bonds shall be in such denominations as the Board of Directors shall approve, and execution and delivery thereof to the Trustee for authentication shall be conclusive evidence of such approval. The serial numbers of bonds shall be such as may be approved by any officer of the Company, the execution thereof by any such officer to be conclusive evidence of such approval.

The Bonds, until the principal thereof shall have become due and payable, shall bear interest at the annual rate designated in the title thereof, payable semi-annually on April 1 and October 1 in each year.

The principal of and premium, if any, and the interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose.

The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on the Bonds shall be fully or partially, as the case may be, satisfied and discharged, to the extent that, at the time that any such payment shall be due, the Company shall have made payments in accordance with Section 3.2 of the Installment Sale Agreement dated as of October 1, 1977 between Jackson County, Mississippi and the Company, sufficient to pay fully or partially the then due principal of and premium, if any, and interest on the Jackson County, Mississippi, Pollution Control Revenue Bonds (Mississippi Power Company Project) 1977 Series A (hereinafter referred to as the "Revenue Bonds") or there shall be

in the Bond Fund established pursuant to the Trust Indenture, dated as of October 1, 1977 (hereinafter referred to as the "Revenue Bond Indenture") of Jackson County, Mississippi to the Pascagoula-Moss Point Bank, trustee (hereinafter, together with any successor trustee under the Revenue Bond Indenture, referred to as the "Revenue Bond Trustee") sufficient available funds to pay fully or partially the then due principal of and premium, if any, and interest on the Revenue Bonds. The Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on the Bonds shall have been fully satisfied and discharged unless and until the Trustee shall have received a written notice from the Revenue Bond Trustee stating (i) that timely payment of the principal of or premium, if any, or interest on the Revenue Bonds has not been made, (ii) that there are not sufficient available funds in such Bond Fund to make such payment and (iii) the amount of funds required to make such payment.

The Bonds may be transferred at the principal corporate trust office of the Trustee, in the Borough of Manhattan, The City of New York. The Bonds shall be exchangeable for other bonds of the same series, in the manner and upon the conditions prescribed in the Indenture, upon the surrender of such bonds at said principal office of the Trustee. However, notwithstanding the provisions of Section 2.05 of the Indenture, no charge shall be made upon any transfer or exchange of bonds of said series other than for any tax or taxes or other governmental charge required to be paid by the Company.

Any or all of the Bonds shall be redeemable at any time and from time to time, prior to maturity, upon notice given by mailing the same, by first class mail postage prepaid, not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, at the principal amount thereof and accrued interest thereon to the date fixed for redemption if redeemed by the operation of Section 2.12 or 7.07 of the Indenture or of Section 4 of the Supplemental Indenture dated as of June 1, 1964 or of the sinking or improvement fund or maintenance and/or replacement provisions of any supplemental indenture other than this Supplemental Indenture or by the use of proceeds of released property.

The Bonds shall also be redeemable in whole upon receipt by the Trustee of a written demand for the redemption of the Bonds (hereinafter called "Redemption Demand") from the Revenue Bond Trustee, stating that the

principal amount of all the Revenue Bonds then outstanding under the Revenue Bond Indenture has been declared immediately due and payable pursuant to the provisions of Section 8.02 of the Revenue Bond Indenture, specifying the date from which unpaid interest on the Revenue Bonds has then accrued and stating that such declaration of maturity has not been rescinded. The Trustee shall within 10 days of receiving the Redemption Demand mail a copy thereof to the Company stamped or otherwise marked to indicate the date of receipt by the Trustee. The Company shall fix a redemption date for the redemption so demanded (herein called the "Demand Redemption") and shall mail to the Trustee notice of such date at least 30 days prior thereto. The date fixed for Demand Redemption may be any day not more than 180 days after receipt by the Trustee of the Redemption Demand. If the Trustee does not receive such notice from the Company within 150 days after receipt by the Trustee of the Redemption Demand, the date for Demand Redemption shall be deemed fixed at the 180th day after such receipt. The Trustee shall mail notice of the date fixed for Demand Redemption (hereinafter called the "Demand Redemption Notice") to the Revenue Bond Trustee (and the registered holders of the Bonds, if other than said Revenue Bond Trustee) not more than 10 nor less than 5 days prior to the date fixed for Demand Redemption, provided, however, that the Trustee shall mail no Demand Redemption Notice (and no Demand Redemption shall be made) if prior to the mailing of the Demand Redemption Notice the Trustee shall have received written notice of rescission of the Redemption Demand from the Revenue Bond Trustee. Demand Redemption of the Bonds shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, and such amount shall become and be due and payable, subject to the fourth paragraph of this Section 1, on the date fixed for Demand Redemption as above provided. Anything in this paragraph contained to the contrary notwithstanding, if, after mailing of the Demand Redemption Notice and prior to the date fixed for Demand Redemption, the Trustee shall have received a written notice from the Revenue Bond Trustee that the Redemption Demand has been rescinded or that the declaration of maturity of the Revenue Bonds has been rescinded, the Demand Redemption Notice shall thereupon, without further act of the Trustee or the Company, be rescinded and become null and void for all purposes hereunder and no redemption of the Bonds and no payments in respect thereof as specified in the Demand Redemption Notice shall be effected or required.

The Bonds shall also be redeemable in whole at any time, or in part from time to time on any interest payment date (hereinafter called the "Regular Redemption"), upon receipt by the Trustee of a written demand (hereinafter referred to as the "Regular Redemption Demand") from the Revenue Bond Trustee stating: (1) the principal amount of Revenue Bonds to be redeemed pursuant to the third paragraph of Section 3.01 of the Revenue Bond Indenture; (2) the date of such redemption and that notice thereof has been given as required by the Revenue Bond Indenture; (3) that the Trustee shall call for redemption on the stated date fixed for redemption of the Revenue Bonds a principal amount of the Bonds equal to the principal amount of Revenue Bonds to be redeemed; and (4) that the Revenue Bond Trustee, as holder of all the Bonds then outstanding, waives notice of such redemption. The Trustee may conclusively presume the statements contained in the Regular Redemption Demand to be correct. Regular Redemption of the Bonds shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of the bond hereinbefore set forth, and such amount shall become and be due and payable, subject to the fourth paragraph of this Section 1, on the date fixed for such Regular Redemption, which shall be the date specified pursuant to item (2) of the Regular Redemption Demand as above provided.

SECTION 2. If any interest payment date for the Bonds shall be a legal holiday or a day on which banking institutions in the Borough of Manhattan, The City of New York, are authorized by law to close, then such interest payment date shall be the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close.

SECTION 3. Any written notice to the Trustee from the Revenue Bond Trustee shall be signed by such trustee's duly authorized officer therefor.

SECTION 4. The Company covenants that the provisions of Section 4 of the Supplemental Indenture dated as of June 1, 1964, which are to remain in effect so long as any bonds of the Thirteenth Series shall be outstanding under the Indenture, shall remain in full force and effect so long as any of the Bonds shall be outstanding under the Indenture.

SECTION 5. As supplemented by this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, is in all respects ratified and confirmed and the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 6. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, or the Indenture as supplemented and amended, the Company and the Trustee any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

SECTION 7. The Trustee assumes no responsibility for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

SECTION 8. This Supplemental Indenture may be executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Mississippi Power Company has caused this Supplemental Indenture to be executed in its corporate name by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and said Morgan Guaranty Trust Company of New York, to evidence its acceptance hereof, has caused this Supplemental Indenture to be executed in its corporate name by one of its Vice Presidents or Trust Officers and its corporate

seal to be hereunto affixed and to be attested by one of its Assistant Trust Officers, in several counterparts, all as of the day and year first above written.

MISSISSIPPI POWER COMPANY

[CORPORATE SEAL]

By V. J. DANIEL, JR.

President.

Attest:

W. L. WILSON

Secretary.

Signed, sealed and delivered this 4th day of October, 1977 by Mississippi Power Company, in the County of Harrison, State of Mississippi, in the presence of

MABLE BONE

MARJO McMANUS

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

[CORPORATE SEAL]

By E. McMICHAEL

Vice President.

Attest:

J. N. CREAN

Assistant Trust Officer.

Signed, sealed and delivered this 7th day of October, 1977 by Morgan Guaranty Trust Company of New York, in the County of New York, State of New York, in the presence of

J. M. SULLIVAN

JOHN R. WYATT

STATE OF MISSISSIPPI }
COUNTY OF HARRISON } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, V. J. DANIEL, JR., as President and W. L. WILSON, as Secretary, of MISSISSIPPI POWER COMPANY, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 4th day of October, 1977.

RACHEL J. MORAN

Rachel J. Moran

My Commission Expires August 9, 1980

[NOTARIAL SEAL]

STATE OF MISSISSIPPI }
COUNTY OF HARRISON } ss.:

On the 4th day of October, in the year one thousand nine hundred and seventy-seven, before me personally came V. J. DANIEL, JR., to me known, who being by me duly sworn, did depose and say that he resides at 1109 Second Street, Gulfport, Mississippi 39501; that he is the President of MISSISSIPPI POWER COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

RACHEL J. MORAN

Rachel J. Moran

My Commission Expires August 9, 1980

[NOTARIAL SEAL]

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, E. McMICHAEL, as Vice President, and J. N. CREAN, as Assistant Trust Officer, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 7th day of October, 1977.

SUE SCALCIONE
SUE SCALCIONE
Notary Public, State of New York
No. 31-4649545
Qualified in New York County
Commission Expires March 30, 1979.

[NOTARIAL SEAL]

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 7th day of October, in the year one thousand nine hundred and seventy-seven, before me personally came E. McMICHAEL, to me known, who being by me duly sworn, did depose and say that he resides at 443 Grove Street, Rahway, N. J.; that he is a Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

SUE SCALCIONE
SUE SCALCIONE
Notary Public, State of New York
No. 31-4649545
Qualified in New York County
Commission Expires March 30, 1979.

[NOTARIAL SEAL]

1-A

SCHEDULE A

PROPERTY DESCRIPTION

I

ELECTRIC GENERATING PLANTS

(1) Additional land at or near Gulfport in Harrison County, Mississippi, for Plant Jack Watson adjacent to the land a description of which is set out under I(1) of the Supplemental Indenture dated as of March 1, 1956, described as follows:

Lots 15 and 16, Block 7, Washington Heights Subdivision, Section 17, Township 7 South, Range 10 West, First Judicial District, Harrison County, Mississippi.

II

SUBSTATIONS

(1) The Meridian 40th Street 115 KV Substation at or near Meridian in Lauderdale County, Mississippi, located on land described as follows:

Beginning at the point of intersection of the North Right-of-Way line of 40th Street and the East Right-of-Way line of King Road in the City of Meridian, Lauderdale County, Mississippi, and from such point of beginning run thence E 287.5' along the right-of-way line of 40th Street, run thence N 403.5', run thence W 510', more or less, to the East right-of-way line of the said King Road, run thence Southeasterly along the Easterly right-of-way line of King Road 459.7', more or less, to the point of beginning, being within and a part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 7 North, Range 15 East, Lauderdale County, Mississippi.

(2) A substation site at or near Ocean Springs in Jackson County, Mississippi, for the Ocean Springs NE 230 KV Substation described as follows:

That portion of said tract of land in the City of Ocean Springs described as commencing at a concrete monument set at the southeast corner of Section 22, Township 7 South, Range 8 West, Jackson County, Missis-

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issippi, thence North 0° 18' West a distance of 661 feet to an iron rod being the point of beginning, thence North 0° 18' West a distance of 1437.9 feet to an iron rod set on the apparent South margin of the Vancleve Road, thence South 67° 9' West along the South margin of the Vancleve Road a distance of 1082.8 feet to an iron rod, thence South 0° 18' East a distance of 1017.4 feet to an iron rod, thence North 90° 0' East a distance of 1000 feet to the point of beginning. This parcel contains 28.183 acres more or less, and is located in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 22, Township 7 South, Range 8 West, Jackson County, Mississippi.

(3) The substation at or near Quitman in Clarke County, Mississippi, known as the Quitman 115 KV Substation located on land a description of which is set out under III (3) of the Supplemental Indenture dated as of May 1, 1973.

(4) The substation at or near Hattiesburg in Forrest County, Mississippi known as the Hattiesburg 7th Street 115 KV Substation located on land a description of which is set out under III (3) of the Supplemental Indenture dated as of May 1, 1973.

(5) The substation at or near Hattiesburg in Forrest County, Mississippi, known as the Purvis SMEPA 230 KV Interconnection located on land a description of which is set out under III (3) of the Supplemental Indenture dated as of June 1, 1974.

III

DISTRIBUTION SYSTEM

(1) Franchise granted to the Company by the Town of Soso, by ordinance dated March 29, 1976.

IV

OTHER REAL PROPERTY

(1) Nonutility property located at or near Meridian in Lauderdale County, Mississippi described as follows:

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Commencing at the Northwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 5 North, Range 15 East, thence along the North section line in an Easterly direction 253.3 feet to the point of beginning. Thence South 3 degrees 02 minutes East 688.16 feet, thence South 12 degrees 49 minutes West 655.5 feet to the South line of Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 5 North, Range 15 East, thence East along the aforesaid line 153.84 feet, thence North 12 degrees 49 minutes East 641.46 feet, thence North 3 degrees 02 minutes West 701.86 feet to the North line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 5 North, Range 15 East, thence West along aforesaid line 150.0 feet to the point of beginning, containing 4.62 acres, more or less and being a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 5 North, Range 15 East, Lauderdale County, Mississippi.

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